



Central Reimbursement Office Service Provider /Payee Agreement For Children 0-2 Years of Age

This Service Provider Agreement is entered into by and between the Division of Family and Children as the Part C Lead Agency, hereinafter referred to as DFC, Indiana State Department of Health, Indiana Children's Special Health Care Services, hereinafter referred to as CSHCS, and

_____, hereinafter referred to as the Provider, also referred to as the Payee.

- A. Purpose of Agreement:** The purpose of this Agreement is to establish the obligations, expectations and relationship between DFC, CSHCS and the Provider, and to ensure that quality services are made available to eligible children and their families. DFC is a party to this agreement according to P.L. 102-119 of the Individuals with Disabilities Education Act (IDEA), otherwise known as Part C or the Early Intervention Program for Infants and Toddlers with Disabilities. CSHCS is a program established pursuant to Ind. Code 16-35.

The provisions of the Medicaid Provider Agreement, Schedules A, B, C, D.1, D.2, D.3, D.4, D.5, E, the Specialty Provider List, and Rider A or B as attached are incorporated by reference into and are an integral part of this Provider Agreement.

- B. Definition of Provider Services:** The Provider has represented to DFC and CSHCS the ability to provide specific service(s) as defined in federal and state regulations, certifying that he/she meets all current state credentialing and/or licensure requirements established as of the effective date of this Agreement.

- C. Agreement Effective Dates:** This agreement has an effective beginning date of _____, and shall remain in effect until terminated in whole or in part by any party. For DFC only, this effective date is not to exceed 60 days prior to execution date and does not eliminate enforcement of any provisions of this Agreement.

The Service Provider is an independent contractor for whom no Federal or State Income Tax will be deducted by DFC and/or CSHCS, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, and similar benefits available to state employees will accrue.

The Service Provider shall assume responsibility and liability for any damage or loss, of any kind or nature whatsoever to any person or property, caused by or resulting from any error or omission of the Provider, or negligent act of the Provider, arising from the performance of the services as contained in this Agreement. The Provider shall defend, indemnify, and hold harmless DFC/CSHCS or its agent from and against any and all claims, loss, damage, charge or expense to which they or any of them may be subjected by reason of any such loss or damage. Contractor expressly agrees to defend against any claims brought or actions filed against DFC/CSHCS or its agent where such claims or actions involve, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

- D. By execution of this Agreement, the undersigned entity (Provider) requests enrollment as a provider of services and/or supplies to DFC for infants and toddlers eligible and enrolled in the First Steps Early Intervention Services System (First Steps) and to CSHCS recipients, and as a condition of enrollment, the Provider agrees to:**

1. Be knowledgeable of and abide by all applicable federal, state and local laws, rules, regulations, and policies related to this program including but not limited to Part 303 (Early Intervention Program for Infants and Toddlers

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with Handicaps), Part 99 (Family Education Rights and Privacy Act or FERPA) and Part 104 (Nondiscrimination on the Basis of Handicap or Section 504 regulations) of 34 CFR; and 42 U.S.C. Ch. 126, Sections 12101-12213 (the Americans with Disabilities Act or ADA), 470 IAC 3.1 (First Steps Early Intervention System) and all federal and state laws pertaining to the CSHCS program, as they may be amended from time to time.

2. Be in compliance with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F); Executive Order 12549, Debarment and Suspension (34 CFR Part 85).
3. Ensure that documentation of criminal background checks is maintained in payee personnel files as well as a copy submitted to the provider enrollment contractor along with the individual's Rider at time of enrollment. Upon initial credentialing and annual updating of credential, an updated criminal background check must be submitted to the provider enrollment/credentialing contractor.
4. Meet and maintain all standards, guidelines and program policies as set forth by DFC for Part C implementation in Indiana;
5. For DFC: Ensure that families have provided informed written consent through the referral/intake process at the local System Point of Entry (SPOE) before any evaluation and assessment activities are undertaken (including the scheduling of evaluation and assessment activities). If a family is fully informed of First Steps and their right to an evaluation at no cost but declines the referral to First Steps, the provider may then proceed with the service once signed consent has been obtained stating that they are denying the referral and are agreeing to accept responsibility for payment.
6. Continue to meet and maintain all applicable and necessary standards and regulations for licensing, credentialing, program licensure and funding requirements for services provided. This expressly includes the assurance by the Service Provider that he/she will complete all obligated licensure and credentialing activities within two (2) years of enrollment with the Central Reimbursement Office. The Service Provider understands and agrees that invoices will not be honored without proper licensing and credentialing activities completed;
7. Accept payment from the Central Reimbursement Office (CRO) as full and final payment for services rendered, and not seek further payment from the family of the eligible child, or any third party payer, for such services.
8. Provide the Central Reimbursement Office with an invoice of charges, within 60 days for Early Intervention following service delivery, on approved forms, in an amount no greater than provider's charge to private customers for the same service based upon their documented usual and customary rate. The only claims submitted to the Central Reimbursement Office will be for IFSP authorized services. All other claims will be submitted to CSHCS within one year for reimbursement at the Indiana Medicaid rate.
9. Submit claim(s) for reimbursement utilizing the appropriate codes as defined in HCPCS (HCFA Common Procedure Coding System); ICD 9 CM (International Classification of Diseases, 9th Revision, Clinical Modification); and CPT (Physician's Current Procedural Terminology), or as specified in any provider manual, bulletin, or other notice;
10. All payment obligations shall be made in arrears in accordance with Indiana law and the state fiscal policies and procedures;
11. Promptly refund to the DFC/CSHCS or its agent any duplicate or erroneous payment received;
12. Make prompt repayments to DFC/CSHCS or its agent, or arrange to have future payments from the program withheld, whenever it is determined after an investigation or audit that any overpayment to the Provider has been made;
13. Make full reimbursement of any state disallowance incurred by DFC and/or CSHCS as the result of an act or omission of Provider;

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14. Maintain accurate clinical records for a period of at least five years from discharge from services, and to make available to state personnel and their agents all records and information necessary to assure the appropriateness of payments made to the Provider, to assure the proper administration of the First Steps and CSHCS programs, and to assure Provider's compliance with all applicable statutes and regulations. Such records and information shall include, without being limited to, the following:
 - a) medical records
 - b) financial records
 - c) records of all treatments, drugs and services for which vendor payments have been made or are to be made by or through the CRO for either the First Steps or CSHCS programs including the authority for and the date of administration of such treatment, drugs, or services;
 - d) all other records as may be found necessary by DFC and/or CSHCS or its agent in determining compliance with any Federal or State law, rule or regulations promulgated by either the Region V or the Indiana State Department of Health (ISDH) on behalf of CSHCS or the Federal Department of Education or the Indiana Family and Division of Family and Children on behalf of First Steps;
15. Cooperate with state personnel and their agents as they conduct periodic inspections, reviews and audits;
16. Cooperate with DFC and CSHCS or their agent in the application of utilization controls as provided in state statutes and rules as they may be amended from time to time;
17. Comply with civil rights requirements as mandated by federal and state statutes and regulations by ensuring that no persons shall on the basis of race, color, national origin, disability, age, gender, sexual orientation, marital status, or religion be excluded from participating, be denied the benefits of, or be otherwise subjected to discrimination in the provision of services;
18. Refrain at all times from divulging any information concerning the child and/or family to an unauthorized persons without the informed, written consent of the responsible parent/legal guardian; and
19. Be knowledgeable about the activities and priorities of the Local Planning and Coordinating Council (LPCC) for the county(ies) in which the provider offers services, and to support and participate in LPCC activities as appropriate.

E. Terms and Conditions of this Agreement: The Provider agrees to the following conditions and qualifications to this Agreement:

1. To **immediately** notify DFC/CSHCS or its agent of any change in address, employee status, or in the status of ownership of the undersigned entity;
2. The Provider shall submit to the provider enrollment contractor proof of Certificates of Insurance or written evidence of self-insurance acceptable to DFC, CSHCS or its agent covering:

Statutory Workers' Compensation insurance/or not required
Professional liability insurance
Comprehensive liability insurance coverage all operations and automobiles
Documentation would include copies of certificates of insurance, endorsements

This must be maintained and updated annually with the provider enrollment contractor.

3. That this Agreement may be terminated as follows:
 - a) By DFC, CSHCS or its agent for Provider's breach of any provision of the Agreement; or,
 - b) By DFC, CSHCS or its agent, or by the Provider, upon 60 days written notice.

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4. That the State of Indiana is exempt from state, federal and local taxes.
5. This Agreement constitutes the sole agreement between the parties. No representation oral or written not incorporated herein shall be binding upon the parties. This Agreement, upon execution, supersedes and replaces any prior Central Reimbursement Office Service Provider/Payee Agreement previously executed by the Provider.
6. Approval of Subcontractors. Any subcontracts or delegation of the authority herein will be submitted to DFC or its agent for written approval prior to execution. The Provider will be responsible for the performance of any subcontractor or other duties, which are delegated, and all provisions of this contract. The contractor agrees to reimburse DFC, CSHCS or its agent for any audit disallowance arising from the subcontractor's performance or non-performance of duties under this Agreement which are delegated to the subcontractor.
7. This Agreement is subject to review at least annually. Documentation shall be filed with the provider record located at DFC and/or CSHCS, or their agent, documenting this review.

The undersigned, being the Provider or having the specific authority to bind the Provider to the terms of this Agreement, and having read this Agreement and understanding it in its entirety, does hereby agree, both individually and on behalf of the Provider as a business entity, to abide by and comply with all of the stipulations, conditions, and terms set forth herein.

PROVIDER ENTITY NAME (d/b/a)

NAME OF AUTHORIZED REPRESENTATIVE (typed)
(Must be an authorized officer, owner, or partner)

SIGNATURE

TITLE

DATE OF SIGNATURE

MAILING ADDRESS

CITY STATE ZIP CODE

TELEPHONE, including area code

DFC Representative

CSHCS Representative

Rider A: Service Provider Agreement

This document is attached hereto and incorporated into the Provider Agreement which is active and in force at the time of execution this agreement, for:

Provider Name/Organization Name

Definition of Provider Services: The Provider has represented to the Division of Family (DFC) and Children (DFC) and Children's Special Health Care Services (CSHCS) the ability to provide specific service(s) as defined in federal and state regulations, certifying that all current state credentialing and/or licensure requirements established as of the effective date of this Agreement, have been met.

The Provider agrees to:

1. Be knowledgeable of and abide by all applicable federal, state and local laws, rules, regulations, and policies related to this program including but not limited to Part 303 (Early Intervention Program for Infants and Toddlers with Handicaps), Part 99 (Family Education Rights and Privacy Act or FERPA) and Part 104 (Nondiscrimination on the Basis of Handicap or Section 504 regulations) of 34 CFR; and 42 U.S.C. Ch. 126, Sections 12101-12213 (the Americans with Disabilities Act or ADA), and all state statutes and rules pertaining to the CSHCS program, as they may be amended from time to time. Further, the provider agrees to attend and participate in all mandatory training offered by the Division.
2. Continually meet and maintain all applicable and necessary standards and regulations for licensing, credentialing, program licensure and funding requirements for services provided. This expressly includes the assurance by the Service Provider that all obligated licensure and credentialing activities will be completed within two (2) years of enrollment with the Central Reimbursement Office. The Service Provider understands and agrees that invoices will not be honored without proper licensing and credentialing activities completed.
3. Provide service(s) to eligible children and their families upon referral as set forth in the Individualized Family Service Plan (IFSP); and after submission of an authorization listed on the current IFSP to the System Point of Entry (SPOE).
4. Participate in the development, review, and revision of IFSPs for children covered under this Agreement in a timely and comprehensive manner.
5. Notify the assigned Service Coordinator of any planned or recommended changes in the delivery of services to eligible children under this Agreement, including the termination of services prior to the period of duration as reflected on the IFSP.
6. Provide written progress notes, at least quarterly, regarding eligible children and their services to the individual child's service coordinator.
7. Maintain accurate clinical records for a period of at least five years from discharge from services, and to make available to state personnel and their agents all records and information necessary to assure the appropriateness of payments made to the Provider, to assure the proper administration of the First Steps and CSHCS programs, and to assure Provider's compliance with all applicable statutes and regulations. Such records and information shall include, without being limited to, the following:
 - a) medical records;
 - b) financial records;
 - c) records of all treatments, drugs, and services for which vendor payments have been made or are to be made by or through the CRO for either the First Steps or CSHCS programs, including the authority for and the date of administration of such treatment, drugs, or services;

d) all other records as may be found necessary by DFC and/or CSHCS or its agent in determining compliance with any Federal or State law, rule or regulations promulgated by either the Region V or the Indiana State Department of Health (ISDH) on behalf of CSHCS or the Federal Department of Education or the Indiana Family and Social Services Administration on behalf of First Steps.

IFSSA agrees:

1. To ensure that the Provider is included on the Service Provider Matrix for the specific service(s) they are qualified to and have agreed to provide for eligible children and their families. This information shall be developed by each Local Planning and Coordinating Council and System Point of Entry, and shall be reviewed at least annually by the Provider, and shall be accurate and complete. Family members will be given options and choices of eligible providers through the presentation and review of the Matrix, prior to implementation of the IFSP.
2. That Central Reimbursement Office uses a schedule of maximum allowable fee reimbursements for all authorized services. No changes in the authorizations for early intervention services will be made without approval from the CRO.

The Provider, IFSSA and CSHCS mutually agree:

1. To ensure the provision of services using appropriately credentialed and/or licensed providers, and maintain the integrity of the IFSP process through accurate and timely implementation of the services as mutually determined and agreed to by the IFSP Team, and consented to in writing by the child's parent/legal guardian.
2. To ensure that services shall be family-centered, inclusive, and culturally competent; family members are an integral part of service planning, the child's participation in early intervention services, and the outcomes identified in the IFSP.
3. To ensure effective implementation of procedural safeguards for each eligible child and family; each provider shall ensure that family members are knowledgeable about the services being provided, transition activities into, within, and from the service delivery system.
4. To participate in the planning and development of individual IFSPs. Providers must ensure that all modifications to an existing IFSP are made through the child/family's assigned Service Coordinator and the IFSP process; and understand that they may not bill or receive reimbursement for services in excess of what is reflected on the IFSP and subsequent authorization, or terminate services for an eligible child without first notifying, in writing, the child's assigned Service Coordinator prior to the anticipated date of service termination.
5. To participate in the routine monitoring and supervision activities as set forth by the DFC, and CSHCS, or their agent, including self-assessment, on-site monitoring, data collection, and reporting obligations, record or chart audits, financial audits, complaint investigation, and consumer satisfaction surveys.

Conflict of Interest: No individual Provider of service(s) may also be the assigned Service Coordinator for an individual child.

Signature of Individual Provider

Date: _____

Provider Name (Printed)

Organization/Payee Name (Printed)

Rider B: Service Coordinator Agreement

This document is attached hereto and incorporated into the Provider Agreement which is active and in force at the time of execution this agreement, for:

Organization/Payee Name

Definition of Service Coordinator Services: The Service Coordinator has represented to the Division of Family and Children (DFC) and Children's Special Health Care Services (CSHCS) the ability to provide service coordination for eligible children and their families under this program, certifying that he/she meets all current state credentialing and/or licensure requirements established as of the effective date of this Agreement. Service coordination activities include the active monitoring, review, and revisions of the Individualized Family Service Plan (IFSP) with the family members and service providers, service delivery monitoring, advocacy, and transition services into, within and from the service delivery system. Service Coordinators are obligated to inform the family of their rights, opportunities, and responsibilities under this program in an accurate and timely manner. Service Coordinators must ensure that the practices, as set forth in detail in the First Steps Practice Manual are implemented accordingly.

The Service Coordinator further agrees to:

1. Be knowledgeable of and abide by all applicable federal, state and local laws, rules, regulations, and policies related to this program including but not limited to Part 303 (Early Intervention Program for Infants and Toddlers with Handicaps), Part 99 (Family Education Rights and Privacy Act or FERPA) and Part 104 (Nondiscrimination on the Basis of Handicap or Section 504 regulations) of 34 CFR; and 42 U.S.C. Ch. 126, Sections 12101-12213 (the Americans with Disabilities Act or ADA), and all state statutes and rules pertaining to the CSHCS program, as they may be amended from time to time. Further, the service coordinator agrees to attend and participate in all mandatory trainings offered by the Division.
2. To continually meet and maintain all applicable and necessary standards and regulations for licensing, credentialing, program licensure and funding requirements for services provided. This expressly includes the assurance by the Service Provider that all obligated licensure and credentialing activities will be completed within two (2) years of enrollment with the Central Reimbursement Office (CRO). The Service Provider understands and agrees that invoices will not be honored without proper licensing and credentialing activities completed.
3. Provide service coordination to eligible children and their families upon referral as set forth in the Individualized Family Service Plan (IFSP). These responsibilities include, but are not limited to:
 - Assist in the implementation and monitoring of the IFSP with the parent/legal guardian(s).
 - Conduct formal and informal review of the IFSP with the parent/legal guardian and other IFSP service providers, ensuring that at least quarterly, written progress reports are obtained from each provider and reviewed with the parent/legal guardian in a timely manner.
 - Facilitate the provision of assessments at no cost to the family as requested by the IFSP Team.
 - Facilitate the completion of the Combined Enrollment Form for any potentially eligible child and assist the family in identifying and accessing additional resources and programs.
 - Ensure that, at a minimum a six-month review and an annual evaluation of the IFSP be conducted, and that the new IFSP generated from this evaluation meeting is incorporated into the child's record at the SPOE, and that the appropriate authorizations for funding are obtained.
 - Meet and communicate regularly with the parent/legal guardian as defined in the IFSP, conducting these contacts using a variety of face-to-face, telephone, written correspondence, and including team meetings to ensure that the family is well-informed and an active participant in the implementation of the IFSP.
 - Facilitate the transition activities into, within, and from the service system for eligible children.
 - Aggressively advocate for the proper level of services to be received by the child.
4. Ensure that, at all times, their representation of DFC, including the SPOE(s) is accurate and family-centered, and that no activities are conducted that are adversarial to or inconsistent with local and state program policies, regulations, or practices.

5. Notify the SPOE of any planned or recommended changes in the delivery of services to eligible children under this Agreement, including the termination of services prior to the period of duration as reflected on the IFSP. This must take place within two days of parent/guardian signed consent.
6. Maintain the child's record (Record) at the SPOE for all referred and eligible children, with original copies of releases, IFSPs, correspondence, evaluation/assessment materials, and medical/health information and reports for five (5) years after the child has exited the First Steps program.
7. Submit monthly clinical records on a quarterly basis to the SPOE for each individual child/family receiving service coordination services from this provider.

DFC agrees:

1. To ensure that the Provider is included on the Service Provider Matrix for service coordination they are qualified to and have agreed to provide for eligible children and their families. This information shall be developed by each Local Planning and Coordinating Council and SPOE, and shall be reviewed at least annually by the Service Coordinator, and shall be accurate and complete. Family members will be given options and choices of eligible Service Coordinators through the presentation and review of the Early Intervention Service Matrix prior to implementation of the IFSP.
2. That the CRO uses a schedule of maximum allowable fee reimbursements for all authorized services including service coordination. No changes in the authorizations for early intervention services will be made without approval from the CRO.
3. To ensure access to local and state training activities designed to promote quality service coordination activities for all enrolled and credentialed service coordinators within the catchment area;

The Service Coordinator and DFC mutually agree:

1. To ensure that local, state, federal and private funds accessed to support some or all of the services for an eligible child reflect written, informed parental consent.
2. To ensure the provision of services using appropriately credential and/or licensed early intervention service providers, and maintain the integrity of the IFSP process through accurate and timely implementation of the services as mutually determined and agreed to by the IFSP Team, and consented to in writing by the child's parent/legal guardian.
3. To ensure that services are family-centered, inclusive, and culturally competent; family members are an integral part of service planning, the child's participation in services, and the outcomes identified in the IFSP.
4. To ensure effective implementation of procedural safeguards for each eligible child and family; each Service Coordinator shall ensure that family members are knowledgeable about the services being provided, transition activities into, within, and from the service delivery system.
5. To participate in the routine monitoring and supervision activities as set forth, including self-assessment, on-site monitoring, data collection, and reporting obligations, record or chart audits, financial audits, complaint investigation, and consumer satisfaction surveys.

Conflict of Interest: No individual direct early intervention service provider may also be the assigned Service Coordinator for an individual child.

The Service Coordinator agrees that he/she, their spouse, children, or other relatives by direct descent or marriage, shall not benefit directly or indirectly from the responsibilities and obligations agreed to within this Agreement. These obligations include, but are not limited, to referral activities for assessment, evaluation and/or direct service delivery for an eligible child and/or family.

Rider Effective Dates: This rider has an effective beginning date of _____, and shall remain in effect until terminated by either party. This effective date is not to exceed 60 days prior to execution date and does not eliminate enforcement of any provisions of this Agreement.

Signature of Individual Provider

Date Signed

Provider Name (Printed)

Organization/Payee Name (Printed)